

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**ANTHONY SMITH, individually and on behalf of
all others similarly situated,**

Plaintiff,

-against-

**AKELA CONTRACTING LLC; AKELA
CONTRACTING/CIVETTA COUSINS JV,
JOINT VENTURE, LLC; JDV SAFETY INC.;
ALL EYES ON SAFETY INC; KARINE
WILLIAMS, individually; and BRIAN
MCDERMOTT, individually,**

Defendants.

**Case No. 22 Civ. 01185 (VSB)
(KHP)**

**ORDER AND FINAL JUDGMENT ON UNOPPOSED MOTION FOR
APPROVAL OF COLLECTIVE ACTION SETTLEMENT AND DISMISSING ACTION
WITH PREJUDICE**

This matter came before the Court upon Plaintiffs' Unopposed Motion for Approval of Collective Action Settlement. Having reviewed the Parties' papers, it is hereby ORDERED AND ADJUDGED as follows:

1. Plaintiffs' Motion is GRANTED. The Court find that the Parties' Settlement for \$340,000.00 in this action is fair, reasonable and just.
2. Unless otherwise defined herein, all terms used in this Order will have the same meaning as defined in the Settlement Agreement and Release ("Settlement Agreement").
3. The collective as defined in the Parties' Settlement Agreement is certified for settlement purposes only and the claims administrator is authorized to send Notice to Prospective Collective Members and Opt-in Plaintiffs to inform them of their opportunity to participate in the Settlement.
4. The Agreement, and releases therein, are approved.

5. The Notice Packets for Prospective Collective Members and Opt-in Plaintiffs are approved,
and the Claim Form for Prospective Collective Members is approved, *except that the Claim Forms shall add the following language: "I consent to the jurisdiction of Magistrate Judge Parker for all purposes in this lawsuit."*
6. Plaintiffs' Counsel's request for one-third of the Gross Settlement Fund as attorneys' fees and request for out-of-pocket costs is approved.
7. The Named Plaintiff's request for a \$10,000 Service Award is approved.
8. Rust Consulting is appointed as Claims Administrator and their fee is approved.
9. Within five (5) business days of the Effective Date, Defendants will provide the Claims Administrator and Plaintiffs' Counsel an electronic list of all known Prospective Collective Members and Opt-In Plaintiffs, and, to the extent known by Defendants, the following information: name, last known address, last known phone number(s), social security numbers, hours worked at eligible job sites (broken down between job sites) within the relevant titles during the Relevant Statutory Period (the "Class Member List"). Settlement Agreement ¶ 3.4.
10. Within twenty days of the Effective Date, the Claims Administrator will mail Notice Packets to Prospective Collective Members and Opt-In Plaintiffs.
11. Defendants shall fund the Gross Settlement Fund to the Claims Administrator no later than thirty (30) days after the Effective Date.
12. Prospective Collective Members will have sixty (60) days from the date the Notice Packet and Claim Forms are mailed to post-mark and mail the Claim Form (hereinafter "Bar Date"). Opt-in Plaintiffs are automatically deemed Participating Collective Members and need not submit a Claim Form.
13. Within forty (40) days of the Bar Date, the Claims Administrator will mail individual settlement checks to Collective Members who properly returned a Claim Form and all Opt-

in Plaintiffs. Only those Collective Members and Opt-in Plaintiffs who endorse their settlement checks are deemed to release any claims against Defendants and Releasees. The Claims Administrator shall also distribute the approved Service Award and attorneys' fees and costs at this time.

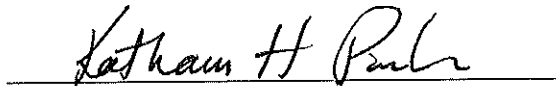
14. Nothing in this Order, or any communication, paper, or other orders related to the Agreement, shall be cited as, construed as, construed to be, admissible as, or deemed an admission by the Defendants of any liability or wrongdoing or the propriety of class certification. There has been no determination by any Court as to the merits of the claims asserted in this action or as to whether a class or collective should be certified on the merits.

15. This action is hereby dismissed with prejudice.

16. This Court will retain jurisdiction as necessary to enforce the Settlement.

17. Nothing in this Order shall terminate the third-party complaint against the City of New York brought by the Akela Defendants.

SO ORDERED on this 6 day of May, 2025.

A handwritten signature in cursive script, reading "Katharine H. Parker", is written over a horizontal line.

Hon. Katharine H. Parker, U.S.M.J.